

**GOVERNMENT OF  
THE VIRGIN ISLANDS OF THE UNITED STATES**

**Request for Proposal – Negotiation  
Professional Services**

To: .....

Date: October 28, 2019

.....

RFP No. 007-T-2020 (P)

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Pursuant to 31 V.I.C. 239 (a) (4) and Rules and Regulations thereunder issued, the Government of the Virgin Islands, herein after referred to as GVI, Department of Property and Procurement will receive proposals for the work described below. Proposals will be received no later than *Monday, November 18, 2019 @ 4:30 o'clock p.m.* Atlantic Standard Time.

**DESCRIPTION OF WORK: Design Build Project Generator Installation**

**SCOPE OF SERVICES: See attached**

## NEGOTIATED PROCEDURES:

The Commissioner of the Department of Property and Procurement will appoint a Selection Committee to assist in the evaluation and selection of the Contractor. Accordingly, current data on qualifications and performance should be submitted with proposals. After reviewing the qualifications and proposals the Committee will select for discussions from the firm/s or person/s considered not less than three (3), in order of preference, **deemed to be most highly qualified to provide the services herein required.** Discussions will be conducted successively and severally with the firms or persons so selected the anticipated concepts and the relative utility alternative methods of approach for furnishing the services hereunder.

## FACTORS FOR DISCUSSIONS

Selection criteria will include (i) Professional qualification, registration and general reputation of principals of the firm or person; (ii) the extent to which the firm or person specializes in or has provided services of a type and scope similar to the hereunder; (iii) familiarity with the location (s) in which services will be performed; (iv) capability of meeting schedules; and (v) quality of performance on other similar projects.

## NEGOTIATION:

The Selection Committee shall recommend to the Commissioner **the highest qualified firm or person with whom a contract shall be negotiated.** The Commissioner, with the assistance of the Selection Committee, shall attempt to negotiate a contract with such firm or person.

Should the Commissioner be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price he determines to be fair and reasonable to the Government, negotiations with that firm will be formally terminated. Negotiations will then commence with the second most qualified, the third most qualified or additional firms, in order of preference, and shall continue until an agreement is reached.

Anthony D. Thomas  
Commissioner  
Property and Procurement

## **INSTRUCTION TO PROPOSERS**

### **A. NOTICE**

#### **RFP-007-T-2020 (P)**

Information provided in the scope of work is to be used only for purposes of preparing a proposal. It is further expected that each bidder will read the scope of work thoroughly, for failure to meet certain specified conditions may invalidate the proposal.

The Government of the Virgin Islands, herein after referred to as GVI, reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to GVI. Price shall not be the sole criterion of awarding this project. Scope and quality of work proposed and the ability of the bidder to complete this type of project shall also be considered.

Applicants are requested to submit proposals on the basis of the scope of work. Alternative proposals recommending new features and technology other than that requested in the scope of work will receive consideration providing such new features and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the proposal.

The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. Request for additional information clarifying the Scope of Work should be directed in writing to **Chief Deputy Commissioner of Procurement, Lisa Alejandro** at [lisa.alejandro@dpp.vi.gov](mailto:lisa.alejandro@dpp.vi.gov).

### **B. STATEMENT OF PURPOSE**

To assist the Government of the Virgin Islands in meeting the requirement for the following services: **RFP-007-T-2020 (P)**

### **C. PROPOSE SCOPE OF WORK**

**See Attached**

#### **D. TIMETABLE**

**Last Day for Written Clarification is Friday, November 8, 2019 @ 1:00 PM**

#### **E. SUBMISSION OF PROPOSAL**

All interested parties shall submit *one* (1) original and *five* (5) copy sets of proposals, which are to be delivered to the Department of Property and Procurement no later than **Monday, November 18, 2019 @ 4:30 p. m.** Atlantic Standard Time.

They shall be addressed to:

Anthony D. Thomas  
Commissioner  
Property & Procurement  
8201 Subbase, 3rd Floor  
St. Thomas, Virgin Islands 00802

**THE SEALED ENVELOPE CONTAINING THE PROPOSAL MUST HAVE THE FOLLOWING INFORMATION WRITTEN ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE:**

SEALED PROPOSALS-DO NOT OPEN

**RFP-007-T-2020 (P)**

(Name of Bidder)

(Mailing Address of Bidder)

(Telephone Number of Bidder)

(Fax Number of Bidder)

Where proposals are sent by mail, the bidder shall be responsible for their delivery to Department of Property & Procurement before the date and time set for the closing of acceptance of proposals.

#### **F. WITHDRAWALS OF PROPOSAL**

A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals nor shall the successful provider withdraw, cancel or modify the proposal, except at the request of GVI after having been notified that said proposal has been accepted by GVI.

#### **G. INTERPRETATION OF SPECIFICATIONS**

If any person contemplating submitting a proposal requires clarification of any part of the scope of work, he/she may submit to the GVI a written request for an interpretation thereof to the **Chief Deputy Commissioner of Procurement, Lisa Alejandro**. GVI will not respond to questions received after the above established date. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the scope of work will be made in writing to all prospective providers. Oral explanations will not be binding.

#### **H. CONSIDERATION OF PROPOSAL**

The Commissioner of Property and Procurement shall represent and act for GVI in all matters pertaining to the scope of work and contract in conjunction therewith. **This RFP does not commit GVI to the award of a contract, nor pay of any cost incurred in the preparation and submission of proposals in anticipation of a contract. GVI reserves the right to reject any or all proposals and to disregard any informality and/or irregularity in the proposal when, in its opinion, the best interest of GVI will be served by such action.** Proposals failing to provide some of the items in the scope of work shall not be rejected per se but any deviations from the scope must be clearly noted.

#### **I. ACCEPTANCE OF PROPOSALS**

GVI will notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the respondent's proposal may be grounds for disqualification.

## **J. CONTENTS OF PROPOSAL**

The following is a list of information to be included in the written proposal. Failure to comply with all the requirements as outlined, may disqualify the applicant.

1.     Introductory letter about the applicant:
  - a. Name, address, email and telephone numbers.
  - b. Type of service for which individual/firm is qualified.
2.     Organization:
  - a. Names/addresses of Principals of Firm.
  - b. Names of key personnel with experience of each and length of time in organization.
  - c. Number of staff available for project. (Local & Off-Territory)
  - d. Copy of Articles of Incorporation
  - e. Copy of Certificate of Resolution
  - f. Copy of valid Business License
3.     Outside consultants that will be retained for this project and percentage of work to be sub-contracted.
4.     Project experience:
  - a. List of completed projects and estimated cost of each.
  - b. Current projects underway; scope; percentage completed to date and estimated cost of each.
5.     Project References: (including a notarized written consent from the authorized representative which must include name; telephone number; and email address).
6.     Project Approach:
  - a. Describe how you will approach this project and availability to perform the services requested.
7.     **Cost: Cost Proposal (*one (1) original and four (4) copy sets of proposals*) must be submitted in a separate sealed envelope.**

## K. CONFLICT OF INTEREST

A proposer filing a proposal hereby certifies that no officer, agent or employee of GVI has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of GVI; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same request for proposals; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

## L. LICENSE REQUIREMENT

An award will not be made to any firm or individual doing business in the Virgin Islands with the Government of the Virgin Islands until evidence is submitted that said firm or individual has a valid Virgin Islands Business License. Bidders must submit hard copy of a valid Virgin Islands Business License within ten (10) business days after award. All Bidders bidding as Joint Ventures must be licensed as a Joint Venture in the Virgin Islands.

## M. REQUIRED DOCUMENTS

1. **PUBLIC LIABILITY:** The successful bidder will be required to obtain and have in place public liability insurance and other insurance necessary as requested in this proposal package. Insurance policy(ies) shall name the Government of the Virgin Islands as "**Additional Insured**". The public liability insurance shall have a minimum limit of not less than **one hundred thousand (\$100,000.00) dollars** for any one occurrence for death or personal injury and **one hundred thousand (\$100,000.00) dollars** for any one occurrence for property damage. Bidder must provide public liability insurance within ten (10) business days after award.
2. **WORKERS' COMPENSATION:** Within ten (10) business days after award of contract, the successful bidder must submit a copy of their certificate verifying his firm and agents are covered by Workers' Compensation Insurance.
3. **FAILURE TO PROVIDE THE CERTIFICATES WITHIN THE STATED TIME PERIOD MAY RESULT IN THE PROPOSAL DEEMED NON-RESPONSIVE AND MAY BE IMMEDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR POTENTIAL AWARDED OF THE CONTRACT.**

**N. MANDATORY LIST OF REQUIRED SUPPROTING DOCUMENTS TO  
CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS**

1. See Attached.

THESE WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.



List of Required  
Docs: 09.17.2018.pdf

**GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS**  
**Design Build Professional Services**

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**To:** ..... **Date:** .....  
..... **RFP No. 007-T-2020**

**BACKGROUND**

The **Office of Management and Budget (OMB)** is interested in procuring the professional services of a contractor to complete a design build project for the purchase and installation of a new generator within an existing generator building located at its 5041 Norre Gade; St. Thomas, VI 00802 office. The generator was damaged in the 2017 Hurricanes of Irma and Maria and has ceased to work since. Storm Surge contaminated the diesel engine, fuel tank, generator alternator, automatic transfer switch, molded breakers, cable and connections. Long term exposure to flood water and non-use since flooding dictates that all equipment must be replaced. Replacement equipment must be elevated above the 100-year floodplain in accordance with the code. The existing containment structure will need to be filled in to allow for a solid foundation for the new unit and mitigation to ensure future flooding and damages to the equipment must be completed.

Funding for this project will be sourced from OMB's Budget with the intention of being reimbursed by the Federal Emergency Management Agency (FEMA).

**REQUEST FOR PROPOSALS**

The Government of the United States Virgin Islands (herein after referred to as the "GVI") is requesting proposals from qualified Contractors to submit a proposal to provide Professional Services of a design build project for the purchase and installation of a new generator within an existing generator building

This Request for Proposals (RFP) sets forth the requirements for the services and solicits a detailed response from prospective respondents to include a Technical Proposal and Pricing Proposal. The Pricing Proposal should be submitted separately, sealed and apart from the Technical Proposal.

GVI encourages respondents to this solicitation to propose alternative strategies for consideration based on previous experience or for reasons such as risk mitigation. At a minimum, prospective vendors must submit pricing and staffing estimates for the life of the project.

**GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS**  
**Design Build Professional Services**

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**SCOPE OF WORK**

The proposed scope of work:

- 1) Design a hazard mitigation plan that includes ensuring the replacement generator complies with EPA and NFPA regulations as it relates to being located in the floodplain.
- 2) Work shall comply with IBC 2018 and NFPA 70.
- 3) Demolish existing double door and penetrate concrete roof for crane access.
- 4) Empty diesel fuel from existing bulk tank.
- 5) Remove and dispose of damaged equipment.
- 6) Evaluate the existing building loads and electrical service connections between the generator building and the OMB offices to verify they are adequately sized.
- 7) Verify size of replacement generator and automatic transfer switch to meet connected loads.
- 8) Modify the interior generator pad and fuel containment basin to accept the replacement generator and comply with code required elevation of equipment above the 100-year base flood elevation.
- 9) Fill the existing containment basin to provide a level base for the generator fuel tank and generator.
- 10) Install, as required, elevated walk/work surface to access the equipment for maintenance and operation of the equipment above the 100-yr floodplain.
- 11) Purchase and Install new generator, fuel tank, exhaust components, automatic transfer switch, main circuit breaker and conductors to reconnect to the OMB offices. Equipment to be installed so it is adequately above base flood elevation.
- 12) Start, operate, and adjust installed equipment to provide standby power as required by IBC 2018, section 2702 and related sections of NFPA 70.
- 13) Repair demolished areas of building and install new 6-ft x 6-ft, 8-in exterior metal doors.
- 14) Clean and reseal concrete roof.
- 15) Clean and paint exterior walls.

**COST PROPOSAL**

Prospective vendors should submit an estimate of project costs. Do **NOT use "TBD"** (to be determined) or similar annotations in the cost estimates. The GVI is asking prospective vendors to estimate costs for all categories with the understanding that they may have to make assumptions. Such assumptions should be stated. Failure to fully provide cost and work effort estimates may lead to elimination. The prospective vendor's Pricing Proposal structure must be aligned with the

**GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS**  
**Design Build Professional Services**

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prospective vendor's work plan. GVI will use the prospective vendor's Pricing Proposal structure as the basis for a payment Schedule. A prospective vendor's initial offer should be based on the most favorable terms available. The GVI may, however, have discussion with those prospective vendors that it deems, in its discretion, to fall within a competitive range. It may also request revised pricing offers from such prospective vendors and makes an award and/or conduct negotiations thereafter.

**EXCEPTIONS TO THE RFP**

All requested information in this RFP must be supplied with the proposal. Prospective vendors may take exception to certain requirements in this RFP. All exceptions shall be clearly identified in this section and the written explanation shall include the scope of the exceptions, the ramifications of the exceptions for the GVI, and the description of the advantages or disadvantages to the GVI as a result of such exceptions. The GVI, at its sole discretion, may reject any exceptions or specifications within the proposal.

**GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS**  
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Office of Management and Budget  
Standby Generator/Building  
JM Lester, P.E.

OMB Standby Generator Damage Summary

The building is approximately 12-ft by 16-ft by 14-ft tall, single-story with a metal exterior, double-door and three open-louvered windows. The building appears to be reinforced concrete and CMU construction with plaster interior and exterior walls and solid concrete, flat roof. The building floor is constructed with a sunken, secondary containment pit, approximately 8-ft x 10-ft x 3-ft below grade and in which the generator, double-wall fuel tank sits. A wood-frame platform is constructed around the fuel tank over the containment basin. The building and equipment were flooded to approximately 30-inches by flood water from storm surge, rain and run-off from the sounding area. The generator building is in a 100-year floodplain AE (EL7).

The building houses the following equipment, which sustained flood damage:

- Olympian 3-ph, 300 Amp, 200-KW, diesel-motor generator
- 800-amp, 208VAC, 3-phase, automatic transfer switch and enclosure
- 700-amp, 3-phase, molded breaker and enclosure
- 208/120 VAC, 50-amp, single-phase distribution panel for building power (lights and outlets)
- 6-ft by 6-ft 8-in, double, metal exterior door and frame
- 900 sf of exterior wall plaster damaged by wind driven debris and rain
- 200-sf of concrete roof clean and resealed
- Two (2) 2-bulb ceiling mounted light fixtures

The generator nameplate indicates it is rated for 480/277 VAC, 3-phase, 300- amp output. However, the building power is 208/120-VAC, so, it appears the generator output has been reconfigured to provide 208/120 VAC power.

Water contaminated the diesel engine, fuel tank, generator alternator, automatic transfer switch, molded breakers, cable and connections. All equipment must be replaced due to damages resulting from long term exposure to flood water and non-use since the flooding.

The replacement equipment must be elevated above the 100-year floodplain, AE 7-ft. For the purpose of this summary, is estimated equipment will need to be elevated a approximately 1.5-ft elevation above the existing finished floor. It is the responsibility of the contractor or engineer to verify the required elevation to comply with code requirement.

**GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS**  
**Design Build Professional Services**

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Because of the electrical equipment, an elevated walk/work area may need to be provided to prevent electrical shock for staff who must operate and maintain the equipment during flood events. Additional work may be required around the existing, exterior louvered windows to address flooding into the building.

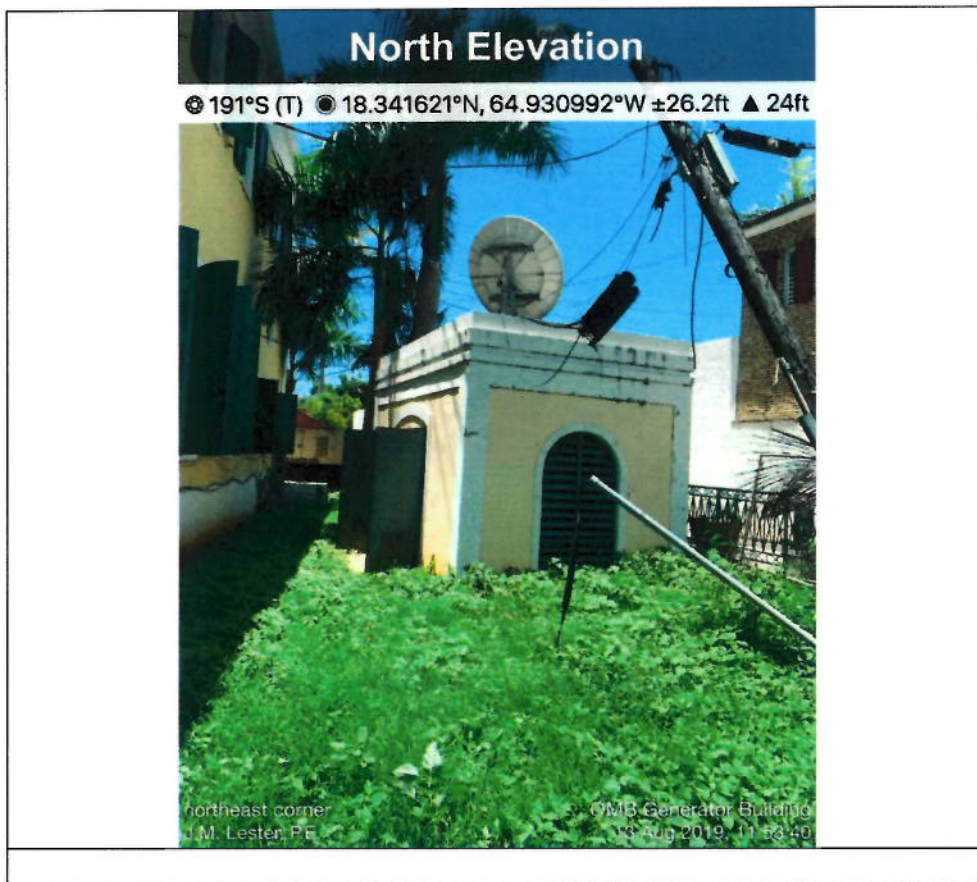
To accomplish the elevation, the existing containment basin will need to be partially filled in and a new base provided for supporting the replacement generator fuel tank. The replacement generator must be provided with a double-wall, fuel tank, complying with EPA and NFPA secondary containment requirements for above ground bulk fuel storage to be allowed in the flood hazard area.

Due to the size of the generator system, partial demolition of the building will be required to achieve removal the damage generator and install the replacement equipment. For the purpose of this summary, the level of demolition is expected to require penetration of the concrete roof for provision of a crane to remove and install the generator/ fuel tank and demolition of the existing door and frame. Alternative methods are left to the contractor to develop.



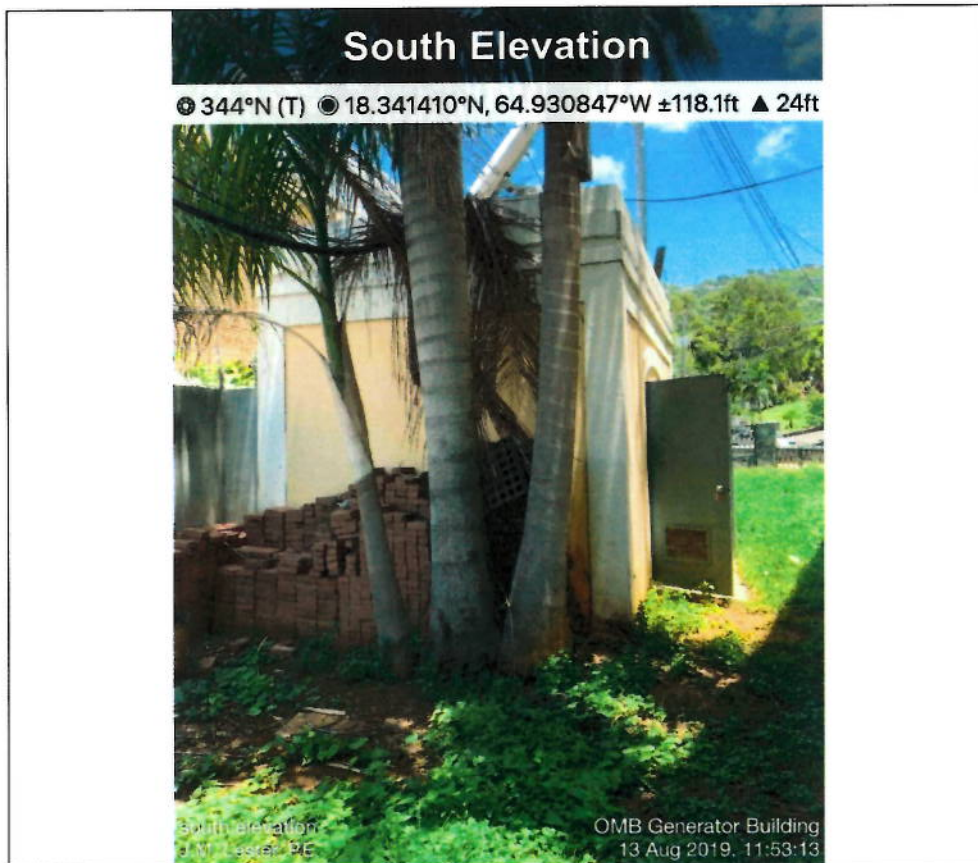
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North Elevation

☉ 168°S (T) ☉ 18.341560°N, 64.931007°W ±19.7ft ▲ 25ft



north yard outside  
Generator building  
J.M. Lester, P.E.

OMB Generator Building  
13 Aug 2019, 12:03:56

South East Elevation

☉ 335°NW (T) ☉ 18.341450°N, 64.930847°W ±42.7ft ▲ 24ft



east side double doors  
J.M. Lester, P.E.

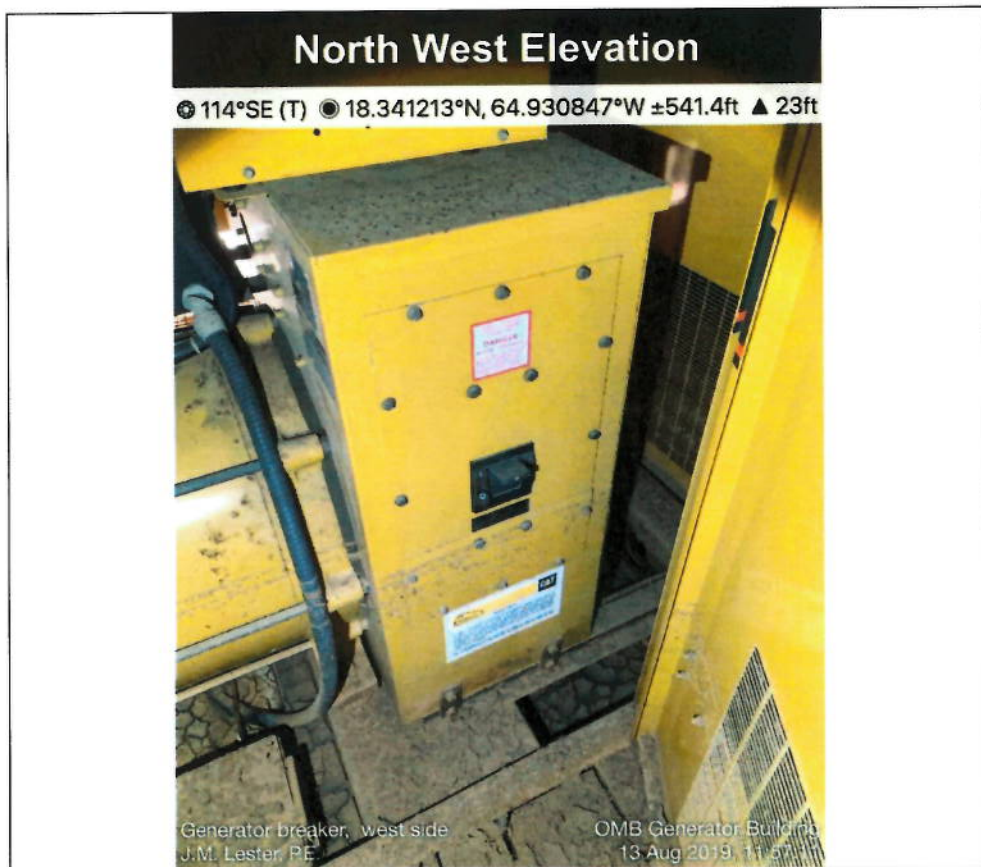
OMB Generator Building  
13 Aug 2019, 11:52:56

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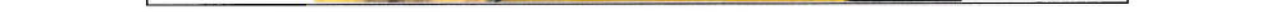


**GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS**  
**Design Build Professional Services**

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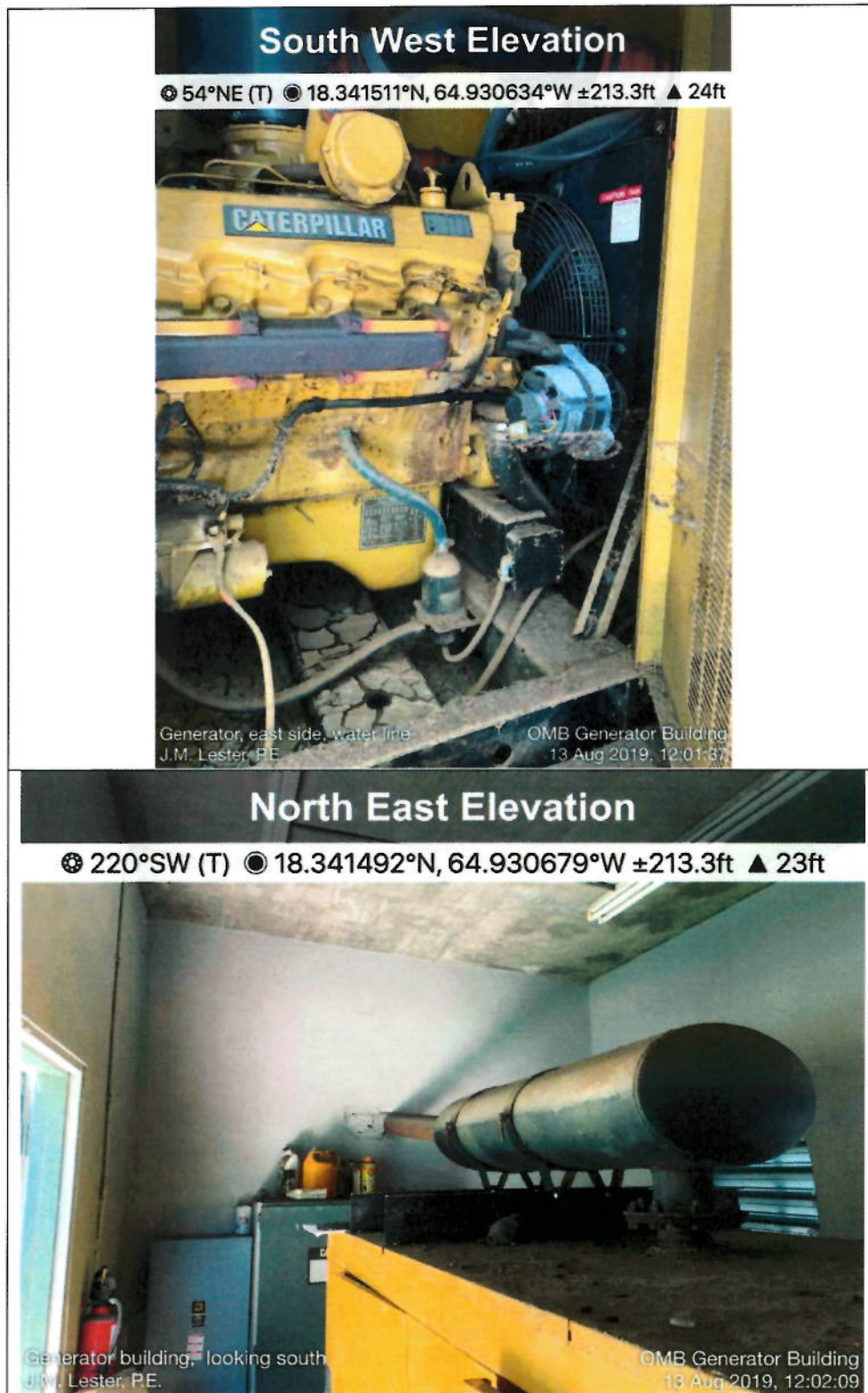


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GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS  
Design Build Professional Services

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Design Build Professional Services

### South East Elevation

☉ 309°NW (T) ☉ 18.341492°N, 64.930885°W ±177.2ft ▲ 24ft



Generator building, west windows  
J.M. Lester, P.E.

OMB Generator Building  
13 Aug 2019, 12:02:28

### North East Elevation

☉ 228°SW (T) ☉ 18.341555°N, 64.931061°W ±36.1ft ▲ 25ft

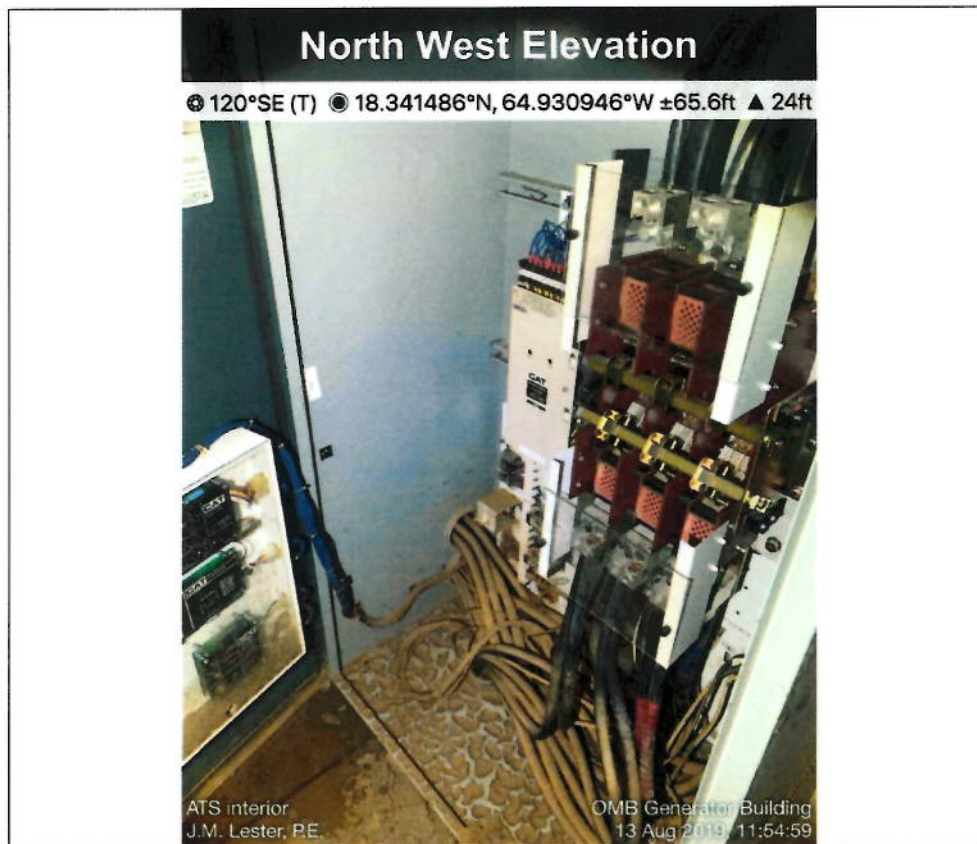


Main disconnect and ATS  
J.M. Lester, P.E.

OMB Generator Building  
13 Aug 2019, 11:54:04

GOVERNMENT OF THE UNITED STATES VIRGIN ISLANDS  
Design Build Professional Services

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## CONTRACT FOR PROFESSIONAL SERVICES

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in the Territory of the Virgin Islands, by and between the Government of the Virgin Islands, Department of Property and Procurement, on behalf of the [User Agency] (hereinafter referred to as "Government") and [Insert Contractor/Company name as it appears on the business license] (hereinafter referred to as "Contractor").

### WITNESSETH:

**WHEREAS**, the Government is in need of the services of a Contractor to [Insert summary of scope of services], which duties and responsibilities are more particularly described in Addendum I (Scope of Services) attached hereto; and

**WHEREAS**, the Government solicited the services under RFP No. \_\_\_\_\_; and

or

**WHEREAS**, the Contractor was selected in accordance with 31 V.I.C. § 239(a) (##) [insert appropriate exception being utilized]; and

**WHEREAS**, the Contractor represents that it is willing and capable of providing such services; and

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and intending to be legally bound by this written instrument, the parties hereto do covenant and agree as follows:

### 1. SERVICES

The Contractor will provide the services described in Addendum I (Scope of Services) attached hereto and made a part of this contract.

### 2. TERM

This Contract shall commence upon the execution of this Contract by the Governor of the Virgin Islands and shall terminate [insert NUMBER OF DAYS or years in words and numerals] thereafter. The Government in its sole discretion, shall have the option to renew this Contract for a period of one (1) additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

Or

Upon execution of this Contract by the Governor of the Virgin Islands the Contract shall be effective for a Term beginning from February 1, 2019 to January 31, 2020. The Government in

its sole discretion, shall have the option to renew this Contract for a period of one additional year subject to the same terms noted herein, by providing the Contractor with sixty (60) days written notice of the Government's election to renew. (Only insert renewal language in second sentence if the contract has an option to renew)

### **3. COMPENSATION**

The Government, in consideration of the satisfactory performance of the services described in Addendum I (Scope of Services), agrees to pay Contractor the sum of [insert value of contract in words] [(\$insert value of contract in numerals)] in accordance with the provisions set forth in Addendum II (Compensation) attached hereto and made a part of this contract.

### **4. TRAVEL EXPENSES**

Inclusive of the compensation for services as specified in Paragraph 3 (Compensation) above, the Government agrees to pay documented transportation, subsistence, lodging and other travel expenses, while in travel status, for trips which have been authorized in writing, in advance, by the Government. These costs shall be advanced or reimbursed on the same basis as is applicable to non-contract employees of the Government, or as agreed to by an addendum to this Contract, however, said costs and expenses shall not exceed N/A (\$ N/A).

### **5. RECORDS**

The Contractor when applicable, will present documented precise records of time and/or money expended under this Contract.

### **6. PROFESSIONAL STANDARDS**

The Contractor agrees to maintain the professional standards applicable to its profession and to consultants doing business in the United States Virgin Islands.

### **7. DOCUMENTS, PRINTOUTS, ETC.**

All documents, books, records, instructional materials, programs, printouts and memoranda of every description derived therefrom and pertaining to this Contract shall become the property of the Government and shall be turned over to it at the termination of this Contract. The above described materials shall not be used by Contractor or by any other person or entity except upon the written permission of the Government.

### **8. LIABILITY OF OTHERS**

Nothing in this Contract shall be construed to impose any liability upon the Government to persons, firms, associations, or corporations engaged by Contractor as servants, agents, or independent contractors, or in any other capacity whatsoever, or make Government liable to any such persons, firms, associations, or corporations for the acts, omissions, liabilities, obligations and taxes of Contractor of whatsoever nature, including but not limited to unemployment

insurance, gross receipt, excise, and social security taxes for Contractor, its servants, agents or independent contractors.

## **9. ASSIGNMENT**

The Contractor shall not subcontract or assign any part of the services under this Contract without the prior written consent of the Government.

## **10. INDEMNIFICATION**

Contractor agrees to indemnify, defend and hold harmless Government from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including attorney's fees) and causes of action of whatsoever character which Government may incur, sustain or be subjected to, arising out of or in any way connected to the services to be performed by Contractor under this Contract and arising from any cause, except the sole negligence of Government.

## **11. INDEPENDENT CONTRACTOR**

The Contractor shall perform this Contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status.

## **12. GOVERNING LAW**

This Contract shall be governed by the laws of the United States Virgin Islands and jurisdiction shall remain in the United States Virgin Islands.

## **13. WAIVERS AND AMENDMENTS**

No waiver, modification or amendment of any term, condition, or provision of this Contract shall be valid or of any force or effect unless made in writing, signed by the parties hereto or their duly authorized representatives, and specifying with particularity the nature and extent of such waiver, modification or amendment. Any such waiver, modification or amendment in any instance or instances shall in no event be construed to be a general waiver, modification or amendment of any of the terms, conditions or provisions of this Contract, but the same shall be strictly limited and restricted to the extent and occasion specified in such signed writing or writings.

## **14. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement of the parties relating to the subject matter addressed in this Agreement. This agreement supersedes all prior communications, contracts, or agreements between the parties with respect to the subject matter addressed in this agreement, whether written or oral.

## 15. RIGHT TO WITHHOLD

If work under this Contract is not performed in accordance with the terms hereof, Government will have the right to withhold out of any payment due to Contractor, such sums as Government may deem ample to protect it against loss or to assure payment of claims arising therefrom, and, at its option, Government may apply such sums in such manner as Government may deem proper to secure itself or to satisfy such claims. Government will immediately notify the Contractor in writing in the event that it elects to exercise its right to withhold.

No such withholding or application shall be made by Government if and while Contractor gives satisfactory assurance to Government that such claims will be paid by Contractor or its insurance carrier, if applicable in the event that such contest is not successful.

## 16. CONDITION PRECEDENT

This Contract shall be subject to the availability and appropriation of funds and to the approval of the Governor.

## 17. TERMINATION

Either party will have the right to terminate this Contract with or without cause on [insert number of days in words] [(insert number of days in numerals)] days written notice to the other party specifying the date of termination.

## 18. PARTIAL TERMINATION

The performance of work under this Contract may be terminated by the Government, in part, whenever the Government shall deem such termination advisable by providing [insert number of days in words] [(insert number of days in numerals)] days written notice to the Contractor. This partial termination shall be effected by delivering to the Contractor a Notice of Partial Termination specifying the extent to which the term and/or duties under this Contract are terminated and the date upon which such termination becomes effective. The Contractor shall be entitled to receive payment for services provided to the date of termination, including payment for the period of the [insert number of days in words] [(insert number of days in numerals)] day notice.

## 19. NON-DISCRIMINATION

No person shall be excluded from participating in, be denied the proceeds of or be subject to discrimination in the performance of this Contract on account of race, creed, color, sex, religion, disability or national origin.

## 20. CONFLICT OF INTEREST

- (a) Contractor covenants that it has no interest and will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
- (b) Contractor further covenants that it is:
  - (1) not a territorial officer or employee (i.e., the Governor, Lieutenant Governor, member of the Legislature, or any other elected territorial official; or an officer or employee of the legislative, executive or judicial branch of the Government or any agency, board, commission or independent instrumentality of the Government, whether compensated on a salary, fee or contractual basis); or
  - (2) a territorial officer or employee and, as such, has:
    - (i) familiarized itself with the provisions of Title 3, Chapter 37 of the Virgin Islands Code, pertaining to conflicts of interest, including the penalties provision set forth in section 1108 thereof;
    - (ii) not made, negotiated or influenced this Contract, in its official capacity; and
    - (iii) no financial interest in the Contract as that term is defined in section 1101(1) of said Code chapter.

## 21. EFFECTIVE DATE

The effective date of this Contract shall be the day of execution of the Contract by the Governor.

## 22. NOTICE

Any notice required to be given by the Terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

### GOVERNMENT

Anthony D. Thomas  
Commissioner Nominee  
Department of Property and Procurement  
8201 Sub Base, Suite 4  
St. Thomas Virgin Islands 00802

[NAME & TITLE]  
[USER AGENCY]  
[AGENCY'S PHYSICAL ADDRESS]  
[AGENCY'S MAILING ADDRESS]  
[CITY. STATE. ZIP CODE]

### CONTRACTOR

[NAME]

[TITLE]  
[NAME OF COMPANY]  
[PHYSICAL ADDRESS]  
[MAILING ADDRESS]  
[CITY, STATE, ZIP CODE]

## 23. LICENSURE

The Contractor covenants that it has:

- (a) obtained all of the applicable licenses or permits, permanent, temporary or otherwise as required by Title 27 of the Virgin Islands Code; and
- (b) familiarized itself with the applicable provisions of Title 27 of the Virgin Islands Code pertaining to professions and occupations.

## 24. OTHER PROVISIONS

Addenda I and II attached hereto are a part of this Contract and are incorporated herein by reference. (Please make sure all additional addenda are listed in this section that are made a part of this contract)

## 25. DEBARMENT CERTIFICATION

By execution of this contract, the contractor certifies that it is eligible to receive contract awards using federally appropriated funds and that it has not been suspended or debarred from entering into contracts with any federal agency. The Contractor shall include this provision in each of its subcontracts hereunder and shall furnish its subcontractors with the current "LIST OF PARTIES EXCLUDED FROM FEDERAL PROCUREMENT OR NON PROCUREMENT". In the event the Contractor or any subcontractor misrepresents its eligibility to receive contract awards using federal funds, the Contractor or subcontractor agrees that it shall not be entitled to payment for any work performed under this contract or any subcontract and that the Contractor or subcontractor shall promptly reimburse the Government of the Virgin Islands for any progress payments heretofore made. (Only insert if Contract involves federal funds)

## 26. FALSE CLAIMS

Contractor warrants that it shall not, with respect to this Contract, make or present any claim upon or against the Government of the Virgin Islands, or any officer department, board, commission, or other agency thereof, knowing such claims to be false, fictitious or fraudulent. Contractor acknowledges that making such a false, fictitious or fraudulent claim is an offence under Virgin Islands law.

## 27. NOTICE OF FEDERAL FUNDING

Contractor acknowledges that this Contract is funded, in whole or in part, by federal funds. Contractor warrants that it shall not, with respect to this Contract, make or present any claim knowing such claim to be false, fictitious, or fraudulent. Contractor acknowledges that making such a false, fictitious, or fraudulent claim is a federal offence. (Only insert if Contract involves federal funds)

**28. INSURANCE** [if contract is being entered into pursuant to an RFP, utilize the insurance provisions from the RFP, if the contract is being entered into pursuant to an exception to the formal advertising process, use the language below]

Contractor shall maintain the following insurance coverages during the term of this Contract

- (a) **COMMERCIAL GENERAL LIABILITY:** Commercial general liability insurance, in a form acceptable to the Government, on a “per occurrence” basis with a minimum limit of not less than one million dollars (\$1,000,000.00) for any one person per occurrence for death or personal injury and one million dollars (\$1,000,000.00) for any one occurrence for property damage. Insurance policy(ies) shall name the Government of the Virgin Islands as the certificate holder and additional insured via an endorsement. (Insurance limits may be reduced subject to DPP’s approval, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP’s approval).
- (b) **PROFESSIONAL LIABILITY:** Professional liability insurance, in a form acceptable to the Government, which covers the services being performed under this Contract, with policy limits of not less than one million dollars (\$1,000,000.00) per claim. The Government shall be listed thereon as a certificate holder. (Insurance limits may be reduced subject to the approval of DPP, however, insurance limits cannot be less than the total compensation value of the contract. Contracts valued in excess of \$1,000,000.00 will require additional coverage subject to DPP’s approval).
- (c) **WORKERS’ COMPENSATION:** Contractor shall supply current coverage under the Government Insurance Fund or other form of coverage.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

**WITNESSES: GOVERNMENT OF THE VIRGIN ISLANDS**

\_\_\_\_\_  
[NAME] [TITLE]  
\_\_\_\_\_  
[USER AGENCY] Date \_\_\_\_\_

\_\_\_\_\_  
Anthony D. Thomas, Commissioner Nominee  
\_\_\_\_\_  
Department of Property and Procurement Date \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
[NAME] [TITLE]  
\_\_\_\_\_  
[NAME OF COMPANY] Date \_\_\_\_\_

(Corporate seal, if Contractor is a corporation)

APPROVED:

\_\_\_\_\_  
Date: \_\_\_\_\_  
**Honorable Albert Bryan Jr.**  
GOVERNOR OF THE VIRGIN ISLANDS

APPROVED AS TO LEGAL SUFFICIENCY  
DEPARTMENT OF JUSTICE BY: \_\_\_\_\_ Date \_\_\_\_\_

PURCHASE ORDER NO. \_\_\_\_\_

**CERTIFICATE OF APPROVAL**

I hereby certify that this is a true and exact copy of Contract No. \_\_\_\_\_ entered into between the Department of Property and Procurement and \_\_\_\_\_.

\_\_\_\_\_  
**Anthony D. Thomas, Commissioner Nominee**  
Department of Property and Procurement

RFP No. \_\_\_\_\_  
Contract No. \_\_\_\_\_

Contractor's Initials: \_\_\_\_\_

**MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO CONTRACT WITH  
GOVERNMENT OF THE VIRGIN ISLANDS**

*This list applies to all contracts, amendments and exercises of renewal options. All supporting documents must be submitted for every contract, amendment or renewal of a contract.*

1. Current VI Business License (to conduct activity covered by contract being pursued); and/ or copy of a current business license issued by a state. IRS 501(c)(3) certification letter required for non-profit corporations.
2. Proof of Commercial General Liability Insurance with the Government of the Virgin Islands as Certificate Holder and Additional Insured as indicated on Endorsement (policy number on endorsement must match policy number on certificate). An endorsement that explicitly names the Government of the Virgin Islands as an additional insured is required- blanket insurance endorsements that do not name the Government of the Virgin Islands are not accepted)
3. Proof of Worker's Compensation Coverage/ Government Insurance Coverage
4. Proof of Professional Liability Coverage with Government of the Virgin Islands as Certificate Holder for professional services contract. Professional services include but are not limited auditing and accounting firms, doctors, lawyers, architectural and engineering services, consulting, marketing firms. Professional liability (also known as errors and omissions/ malpractice insurance) is required only to professional services contracts where the Government will rely on the advice and services of the Contractor in its decision-making processes OR where the government can suffer harm/ losses from faulty performance of the services from the quality of the contractor's work.
5. **Corporations (Inc., Corp, Co., Corporation)**
  - a. Articles of Incorporation (and applicable amendments)
  - b. Tradename Certificate if company uses a tradename (valid for two years)
  - c. Certificate of Good Standing (valid from July 1<sup>st</sup> thru June 30<sup>th</sup>)
  - d. Corporate Resolution on company letterhead (signed/ attested & dated by corporate secretary authorizing signatory)
6. **Limited Liability Company (LLC)**
  - a. Articles of Organization (and applicable amendments)
  - b. Tradename Certificate if company uses a tradename (valid for two years)
  - c. Certificate of existence (valid from July 1<sup>st</sup> thru June 30<sup>th</sup>)
  - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)
7. **General Partnerships**
  - a. Partnership agreement (if it exists)
  - b. Memorandum authorizing signatory signed by all partners or secretary if one exists (valid for two years)
  - c. Tradename Certificate if company uses a tradename (valid for two years)
8. **Limited Partnerships (LP/ LLP/ LLLP)**
  - a. Certificate of Limited Partnership or Statement of Qualification for LLP/LLLP
  - b. Tradename Certificate if company uses a tradename (valid for two years)
  - c. Certificate of Existence (valid from July 1<sup>st</sup> thru June 30<sup>th</sup>)
  - d. Memorandum Authorizing Signatory on company letterhead (signed/attested by secretary or all members)

**9. Sole Proprietorship**

- a. Tradename certificate if a tradename is used (valid for two years)

*Note: Documents listed in Nos. 1-3 above are required for all contractors. Documents listed in No. 4 apply to professional services contracts only. Documents listed in Nos. 5-9 are specific to each organization type, and are required in addition to the documents listed in Nos. 1-3 and 4 (if applicable). If a contractor is not performing work in the Virgin Islands and do not require local documents, agency has an obligation to verify expiration dates of all documents in the applicable state. Do not submit expired documents to DPP.*

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